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<b><u>SUPPLIES/ SERVICES</u></b>	<b><u>ESTIMATED COST</u></b>	<b><u>FIXED FEE</u></b>	<b><u>TOTAL</u></b>
Base Award (Tasks 1 - 15)	***	***	***
<b>TOTAL EST. COST &amp; FIXED FEE OF BASE AWARD</b>	<b>***</b>	<b>***</b>	<b>***</b>
Option 1 (Task 1.1)	***	***	***
<b>TOTAL EST. COST &amp; FIXED FEE OF OPTION 1</b>	<b>***</b>	<b>***</b>	<b>***</b>
Option 2 (Task 2.1)	***	***	***
<b>TOTAL EST. COST &amp; FIXED FEE OF OPTION 2</b>	<b>***</b>	<b>***</b>	<b>***</b>
Option 3 (Tasks 3.1, 3.2, 3.3, 3.4 3.5, 3.6, 3.7 & 3.8)	***	***	***
<b>TOTAL EST. COST &amp; FIXED FEE OF OPTION 3</b>	<b>***</b>	<b>***</b>	<b>***</b>
<b>GRAND TOTAL EST. COST &amp; FIXED FEE</b>	<b>***</b>	<b>***</b>	<b>***</b>

**\*\* Contracting Officer shall insert appropriate dollar amounts at time of award.**

**B-2 ESTIMATED AND ALLOWABLE COSTS****(a) ESTIMATED COSTS**

The estimated cost of this contract is as follows:

	<b><u>Cost</u></b>	<b><u>Fixed Fee</u></b>	<b><u>Total</u></b>
Base Period:	[**]	[**]	[**]
Option 1	[**]	[**]	[**]
Option 2	[**]	[**]	[**]
Option 3	[**]	[**]	[**]

**\*\* Contracting Officer shall insert appropriate dollar amounts at time of award.**

These costs shall be subject to the provisions of FAR clauses: 52.232-20, Limitation of Cost; 52.216-7, Allowable Cost and Payment; and clause 52.216-8, Fixed Fee.

(b) ALLOWABLE COSTS

(1) INDIRECT COSTS

(i) Final annual indirect cost rate(s) and the appropriate base(s) shall be established in accordance with FAR Subpart 42.7 in effect for the period covered by the indirect cost rate proposal.

(ii) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government Representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

**BILLING RATES - (CONTRACTOR NAME)**

<u>COST CENTER (Type)</u>	<u>PERIOD</u>	<u>RATE</u>	<u>CEILING</u>
[**]	[**]	[**]	[**]

**\*\* Contracting Officer shall insert billing rate data at time of award.**

(c) These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment

(d) Ceilings - The Contractor hereby agrees that total indirect costs for the cost centers shown above which exceed the ceiling rates shown, shall not be reimbursable under this contract irrespective of any higher interim billing rate or higher final rate which may be approved by a cognizant audit agency.

(2) TRAVEL

In accordance with FAR 31.205-46, travel costs incurred directly and specifically in performance of this contract will be reimbursed, when claimed by the Contractor and accepted by the Contracting Officer, provided, however, that

such travel was necessary and appropriate for performance of this contract and that such costs do not exceed the following:

(a) On a daily basis the maximum per diem rates in effect at the time of travel as set forth in Federal Travel Regulations. Documentation to support actual costs incurred shall be in accordance with the contractor's established practices provided that a receipt is required for each expenditure in excess of \$75.00 and costs shall be allowable only if the following information is documented:

- (i) Date and place (city, town, or other similar designation) of the expense;
- (ii) Purpose of the trip, and;
- (iii) Name of person on trip and that person's title or relationship to the contractor.

(b) Cost of air travel by most direct route. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours (i.e., if scheduled flight time is before 8:00 A.M. or scheduled arrival is after 9:00 P.M.), excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

(c) Cost of rail travel by most direct route, first-class with lower berth or nearest equivalent.

(d) Travel by motor vehicle including rented automobile shall be reimbursed on a reasonable actual expense basis, or at the Contractor's option, on a mileage basis at a rate of **31 cents per mile** plus any toll or ferry charges.

(e) Per diem/Subsistence shall be reimbursed at rates not to exceed the current U.S. Federal Government Travel Regulations in effect at the time of allocable and allowable travel performed pursuant to this contract. However, the

allocability and allowability of categories of reimbursable expenses shall be determined by the U.S. Federal Travel Regulations in effect on the date of contract award.

(3) PRIOR AUTHORIZATION OF CERTAIN DIRECT COSTS

Prior authorization in writing by the Contracting Officer or his authorized representative is required for the following costs. Their incurrence with the intent of claiming reimbursement as direct costs shall therefore be at the Contractor's own risk, if without such prior authorization.

(a) Purchase or rental of any items of personal property having an acquisition cost of \$1,000 or more. **However, the purchase of office furniture or equipment is NOT authorized under this contract.**

(b) Rearrangement, alteration, or relocation of facilities.

(c) Travel for general meetings and all travel outside the United States.

(d) The purchase of any tools, instruments, equipment, textbooks, or other personal property item of any trade, profession, career, educational or training pursuit, or an avocation.

(e) The cost of enrollment and/or tuition and fee for any formal educational training at any level (i.e., remedial, general and advanced) either full or part-time.

(f) Subcontract(s):

(i) Definition: "Subcontractor" as used in this contract, means any supplier, distributor, vendor or firm (including consultants) that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(ii) The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract for (1) cost-reimbursement, time-and-materials, or labor-hour subcontracts at any dollar amount and (2) fixed-price subcontracts that exceed either \$100,000 or 5 percent of the total estimated cost of the contract. This notification shall include the following information: Name of the subcontractor; dollar amount of subcontract (if for a consultant, specify a ceiling amount, along with the hourly rate); type of agreement (i.e., fixed price, labor-hour,



etc.); a description of the supplies or services to be subcontracted; identification of task(s) subcontractor will perform; description of steps taken to determine reasonableness of price; and period of performance.

**Contracting Officer's written consent shall be obtained before placing any subcontract for which advance notification is required under this section.**

(iii) For any subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee, or (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, advance notification required by paragraph (ii) above shall also include the information specified in FAR clause 52.244-2 "Subcontracts," Section (f)(1)(vii).

(iv) The advance notification and consent requirements pursuant to FAR clause 52.244-2 "Subcontracts" have been satisfied for the following subcontracts:

**(TO BE COMPLETED AT TIME OF AWARD)**

**SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**

**C-1 STATEMENT OF WORK/SPECIFICATIONS (AGAR 452.211-72)**  
(FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications set forth below:

**STATEMENT OF WORK**

**EVALUATION OF THE SCHOOL BREAKFAST PROGRAM PILOT PROJECT**

**U.S Department of Agriculture  
Food and Nutrition Service  
School Breakfast Pilot Project Evaluation  
Statement of Work**

**OVERVIEW**

This statement of work consists of four parts. Part I provides background information on the study. Part II presents the study objectives and research questions of interest to the FNS. Part III describes the study design and provides an overview of the work to be performed. Part IV details the study tasks and deliverables.

**PART I: BACKGROUND INFORMATION**

**Introduction**

The School Breakfast Program (SBP), authorized by the Child Nutrition Act of 1966, started as a pilot program to provide funding for school breakfasts in poor areas and areas where children had to travel a great distance to school. The intent was to provide a nutritious breakfast to children who might otherwise not receive one. The importance of a nutritious breakfast is supported by several studies that appear to have linked it to improved dietary status and enhanced school performance. Most recent research suggests that providing school breakfasts to low-income children is associated with greater likelihood of their eating breakfast and significant improvements in children's cognitive, emotional, and psychological behavior, as well as in their school attendance and academic achievement.

Recent studies indicate that over the past 25 years there has been a decline in breakfast consumption for children and adolescents. National survey data from 1965 through 1991 indicate that the percentage of elementary school children eating breakfast declined from over 95 percent in 1965 to about 86 percent in 1989-1991 (Siega-Riz et al. 1998).

In response to the growing body of evidence suggesting dietary and educational benefits to children from breakfast consumption, many observers have urged the expansion of the availability of school breakfasts to more children. Despite an increase in the number of schools offering the SBP, the percentage of students eating school breakfasts is considerably lower than the percentage of those eating school lunch. In Fiscal Year 1999, the average daily number of NSLP lunches served was about 25 million, while the average daily number of SBP breakfasts served was 6.8 million. Those eating school breakfasts are more likely to be poor and qualify for free or reduced-price breakfasts.

One approach to increasing participation in the SBP is to offer breakfast free to all students, regardless of their ability to pay for meals. This would potentially remove the perceived stigma often associated with school breakfast, and may result in more children (both poor and non-poor) participating in the program. It is believed by some that a universal-free program would result in more children consuming a nutritious breakfast and beginning the school day with proper nutrition and ready to learn.

However, a universal-free breakfast program may substantially increase federal costs. In a climate where public resources are constrained, it is critical to know whether these expenditures are worthwhile. Does the increase in participation in the SBP result in improved dietary intake, academic performance, and related classroom behaviors? Would these free breakfasts simply substitute for meals that students, particularly students from nonpoor households, would otherwise eat in the absence of the universal-free breakfast program?

Within this context, Congress passed Section 109 of the William F. Goodling Child Nutrition Act of 1998 (P.L. 105-336), which authorizes the Secretary of Agriculture, through the Food and Nutrition Service (FNS), to conduct a pilot study that provides free school breakfasts to all students regardless of family income. This study will examine the effects of this universal-free school breakfast program on a broad range of student outcomes, including academic achievement, school attendance and tardiness, classroom behavior and attentiveness, and dietary

status. It would also examine how the universal-free breakfast program was implemented, its costs, and any changes to program participation.

### **Summary Of Research Related To This Study**

An extensive review of previous research will not be presented here. A recently completed comprehensive review of the literature is provided as part of this Request for Proposals. It summarizes current knowledge along three broad areas: (1) the link between nutrition and cognitive development of children; (2) the contribution of breakfast to children's dietary intake and behavioral and cognitive development; and (3) the relationship between school breakfast, dietary status, and school performance and achievement.

### **PART II: STUDY OBJECTIVES AND RESEARCH QUESTIONS**

The study objectives and research questions presented below were developed as part of the Universal-Free School Breakfast Program Evaluation Design Project. This study is intended to meet the Congressional requirement as outlined in Section 109 of the William F. Goodling Child Nutrition Act of 1998 (P.L. 105-336). In addition to the specific objectives raised in the authorizing language for this study, the research questions presented represent many of the issues found in a review of literature examining the relationship between school breakfast, dietary status, and school performance and achievement. They remain the basic questions that FNS needs to address in a study of the School Breakfast Pilot Projects.

**Objective 1: Assess the effects of the universal-free breakfast program in elementary schools on selected student outcomes, including academic achievement, school attendance and tardiness, classroom behavior and discipline, and dietary intake over the course of a day.**

- *School Breakfast Participation.* What is the impact of the availability of the universal-free breakfast program on students' participation in the school breakfast program? Does it increase participation on a given day? Does it increase usual participation?
- *Breakfast Consumption Patterns.* How does the availability of the universal-free breakfast program affect elementary students' breakfast consumption? Are students for whom universal-free breakfasts are available more likely to

consume breakfast? Are they more likely to consume a substantive breakfast? Are they more likely to consume more than one breakfast on a given day?

- *Academic Achievement.* Does universal-free breakfast program availability and participation enhance students' academic achievement? Do students with access to the universal-free breakfast program demonstrate greater gains in achievement on standardized tests than students who do not? Do universal-free breakfast program participants experience greater gains in academic achievement than nonparticipants or regular school breakfast program participants.
- *Cognitive Functioning and Behavior.* Does the consumption of universal-free school breakfasts improve students' memory and their ability to perform tasks that require attention to new information? Are universal-free breakfast program participants more attentive in class during the late morning? Are disciplinary incidents lower for universal-free school breakfast program participants?
- *Attendance.* How do universal-free breakfast availability and participation affect student attendance? Are universal-free breakfast program participants absent from school and tardy less often? Do students participating in the universal-free breakfast program make fewer visits to the school nurse, and are they less likely to be absent from school due to illness?
- *Instruction time.* What is the effect of the availability of the universal-free school breakfast program on students' exposure to school instruction in the classroom? Is class time shortened or are school days lengthened to accommodate the universal-free breakfast program?
- *Dietary Intake.* How does both the availability of the universal-free breakfast program and participation in the program affect dietary intake at breakfast and over 24 hours? Does the universal-free breakfast program availability and participation also affect usual intake at breakfast and daily intake?
- *Food Security.* What is the impact of universal-free breakfast program availability and participation on students' and their family's food security and hunger?
- *Children's Health.* What is the impact of universal-free

breakfast program on children's health status, as reported by their parents? Is the intake of calories by universal-free breakfast program children excessive compared with students under the regular school breakfast program, resulting in overweight and obesity problems?

- *School Environment.* How does the availability of the universal-free school breakfast program affect the school's social climate?

**Objective 2: Document the methods used by schools to implement a universal-free breakfast program and determine the effect that participation in the universal-free breakfast program has on paperwork and other administrative requirements placed on schools.**

- How does implementation of the program vary across schools, and to what can we attribute these cross-site differences?
- What innovative strategies have the sites implemented to create a service delivery system?
- What are the costs associated with implementing a universal-free breakfast program?
- What are the key differences between the universal-free breakfast program and the regular school breakfast program in how they attempt to promote nutrition, learning, and other key outcomes.
- What factors about the universal-free breakfast program, relative to the regular school breakfast program, help explain program impacts?
- How much do costs for meal subsidies increase under the universal-free breakfast program?
- What changes can be made to improve the implementation and operations of the universal-free breakfast program.

### **PART III: STUDY DESIGN**

Through its design study, FNS contracted for the development of an evaluation strategy which includes a methodologically rigorous design, a well-defined set of outcome variables, and a comprehensive data collection plan. The evaluation design (refer to Section J-1, Attachments, Attachment 1 - List of Reference Materials) includes both a comprehensive implementation analysis and an impact analysis. These two broad evaluation components will provide:

- Descriptive information about universal-free school breakfast program participants, regular school breakfast program participants, and non participants.
- Analysis of the impact of the demonstration on program participation and a broad range of student outcomes including participation, nutrient intake, cognitive and behavioral outcomes, and student achievement.
- Information on how the universal-free school breakfast program was implemented, its costs, and any changes to program participation.

The evaluation employs a randomized design: it first pairs schools, then randomly assigns each of the schools in each pair to either a treatment (universal-free school breakfast program) or control (regular school breakfast program) group. A sample of students are then drawn from each school. Data collection activities include collection of school district administrative data, extraction of school records data, surveys of students, parents, and school personnel, administration of cognitive tests and student achievement tests, and site visits.

Because the characteristics of the six school districts that will participate in this pilot project are not known at this time, the design considers two possible samples sizes for the total number of schools that will be included in the evaluation. The first version assumes that school achievement data will be available at two points in time for the sampled students for standardized achievement tests routinely administered by the selected school districts. Under this scenario, approximately 144 schools are expected to participate in the evaluation. The second version assumes that school district-administered test results would be available at baseline and that the evaluation contractor would be required to administer a single round of follow-up student achievement tests. Under this design, approximately 120 schools - 60 universal-free school breakfast program schools and 60

regular school breakfast program schools--will be included in the evaluation. Under either scenario, approximately 30 students will be sampled from each school.

In addition, depending on when the program implementation starts, the design also includes an option to conduct a pre-implementation survey of students' parents. This short survey can be used to identify students who are not currently participating in the regular school breakfast program but who would likely become participants in the universal-free school breakfast program.

After the completion of this contract, FNS may decide to follow the selected sample of students for additional years to examine possible delayed effects or duration of effects. This additional work will be carried out under a new competitive procurement. The pilot project evaluation contractor shall be required to relinquish to FNS or its designee, all student files (including identifiers, names and addresses) so that students could be re-contacted and included in any additional evaluation effort. The Contractor shall plan for this possible follow-up throughout the course of the pilot project, including the use of a confidentiality statement that allows for additional data collection from pilot project participants.

#### **PART IV: TASKS AND DELIVERABLES**

The tasks and deliverables for this study are divided into two phases, with the second phase designated as a contract option. The first phase will involve the collection of data from the baseline year (School Year 1999-2000) and the first year of implementation (School Year 2000-2001), data analysis and the writing of a final report based on data collected through School Year 2000-2001. The second phase of the study will involve data collection during the next two years of implementation (School Year 2001-2002 and School Year 2002-2003), data analysis, final report writing, and the creation of the final data files and student contact files for FNS use.

##### **Task 1. Project Orientation Meeting**

Within the first week after contract award, all Contractor key personnel shall meet with FNS staff in Alexandria, Virginia for a one-day orientation meeting to discuss the pilot project design, the study tasks, schedules and deliverables. The contractor, in cooperation with FNS staff, shall prepare an agenda for this



meeting that includes the discussion of study objectives, establishment of official protocols for all project communication, and clarification of the study deliverables.

The Contractor shall submit to FNS a memorandum summarizing the orientation meeting within one week after the meeting. This summary memorandum shall include all issues discussed at the meeting, the conclusions reached, and any issues remaining to be resolved.

**Task 2. Project Orientation Meeting with Selected School Districts**

Within one month of contract award, the Contractor shall arrange a meeting with representatives of all six school districts participating in the pilot project. Each school district should be represented by two individuals, preferably the School Food Authority (SFA) Director and a school district administrator or individual knowledgeable about the district records. This meeting will be designed to provide the selected sites an overview of the pilot project and its evaluation and spell out the responsibilities of the participants. It will also offer the Contractor an opportunity to discuss the availability of school and individual records and reach some agreement on the data collection methods most suitable for each school district. Included in this discussion will be a determination of the type of parental consent required to obtain individual student records. A Memorandum of Understanding that details the decisions reached between the Contractor and each school district shall be signed by both parties. Discussions will also take place to designate an individual within each school district to serve as a primary contact person responsible for ensuring that the pilot project is implemented properly. The Contractor shall submit to FNS a memorandum summarizing the orientation meeting within one week after the meeting. This summary memorandum shall include all issues discussed at the meeting, the conclusions reached, and any issues remaining to be resolved.

**Task 3. Revise Data Collection Plan/Analysis Plan**

Based on discussions that occur at the orientation meeting and the initial meeting with the selected school districts, the Contractor shall review whether the research approach presented in the original Data Collection/Analysis Plan remains appropriate and consult with FNS if any changes should be made.

If needed, the Contractor shall prepare and submit a Revised Data Collection/Analysis Plan that updates the original study proposal. This revised document shall incorporate information obtained from school districts about the availability of specific data at the student vs. school level, and be tailored to the peculiarities of each selected SFA. It should indicate what data are available from extant data sources and what data will require primary data collection.

This revised plan is not viewed as a major revision of the proposed plan and shall not change the Scope of Work nor have a substantial impact on overall anticipated costs. No revisions or changes to the contract shall occur without the approval of the Contracting Officer. This document shall serve as the framework upon which subsequent contract activity shall be based.

**Task 4. Develop Data Collection Instruments and OMB Clearance Package**

The Contractor shall develop all data collection instruments and the associated OMB clearance package required for the process/implementation evaluation and the impact evaluation. FNS expects that some of the data required for this evaluation shall be obtained by the Contractor from existing school record keeping systems with, at most, slight modification. In addition, data on individual students' cognitive functioning as well as achievement shall be obtained using existing standardized tests and/or rating scales.

The Contractor shall conduct a pretest of the survey instruments developed specifically for this pilot project and the proposed field procedures at a minimum number of sites not included in the pilot project. No single instrument, however, shall be tested on more than nine respondents. The results of this pretest will be used to refine the instruments prior to submission for OMB approval. Before initiating the pretest, the Contractor shall submit the instrument package and proposed field procedures to FNS for review. This package will be reviewed by FNS staff and members of the Food and Nutrition Subcommittee of the Education Information Advisory Committee (EIAC) and subsequent comments incorporated into the pretest package.

The Contractor shall prepare draft, revised and final versions of a package requesting OMB approval for all evaluation data collection activities. The package shall contain copies of all instruments and a supporting statement as set forth in the revised Standard Form No. 83a, "Instructions for Requesting OMB Approval under the Federal Reports Act, as Amended."

The OMB package shall provide an explicit, concise description of the direct links between the study objectives, research questions, variables, instrument items, data analysis plans and desired products. It shall include a summary of public comments received in response to the 60-day Federal Register Notice concerning the information collection and any actions taken in response to these comments. The revised OMB package shall be submitted to FNS within two weeks of receipt of FNS comments. In addition to the hard copies of the revised OMB package, the Contractor shall provide a copy of the OMB package to FNS on a CD in two formats: a microcomputer word processing format agreeable to FNS (currently Microsoft Word 7.0 for Windows) and a portable document format (PDF) file. The Contractor shall allow 90 calendar days for OMB approval. Study instruments shall be modified to reflect comments from OMB if necessary.

**Task 5. Prepare Data Collection Training Package and Data Collection Manuals.**

The Contractor shall develop a data collection training manual to accompany the data collection instruments for use by both the field personnel and data processors. This data collection training manual shall be submitted to FNS for review. FNS will provide comments within two weeks of the receipt of the draft document. The final data collection training manual shall be revised to accommodate FNS comments and submitted to FNS for final approval.

**Task 6. Select and Train Data Collectors**

The Contractor shall select and train qualified field staff to collect the baseline and first year implementation data required for the pilot project evaluation. The staff shall demonstrate ability and experience to administer the instruments developed in Task 4 and extract information from existing SFA record keeping systems. This training shall be conducted in the Washington, D.C. area so that FNS, at its discretion, may attend and participate in this training.

The Contractor shall use the materials developed in Task 5 to prepare the field staff for on-site data collection. This training package shall include, at a minimum, an overview of the study, data collection instruments, procedures for data collection, and simulated data collection exercises. The Contractor shall submit to FNS a memorandum summarizing the training sessions.

**Task 7. Select the Student Sample**

The Contractor shall obtain rosters for all students enrolled in the selected pilot project schools. The Contractor shall select the demonstration sample in each participating school. Determination of the nature and size of the student sample should reflect the grade configurations of the individual schools, availability of district-administered standardized achievement test data, estimates of mobility and attrition, and the need for parental consent. A final sample of students would be selected from each demonstration school so that 30 students per school are available for individual student analyses. Contact information required for potential student follow-up shall be obtained from student records early in the process. The Contractor shall submit a memorandum summarizing the student sample selection process.

**Task 8. Collect School Year 1999-2000 Baseline Data**

Following the receipt of OMB approval, the Contractor shall arrange with the appropriate personnel at the demonstration sites to collect baseline data in accordance with the plan as set forth in the approved Data Collection and Analysis Plan. This data collection effort shall include collection of school-level administrative records such as school breakfast program participation data, scores of district-administered achievement tests, attendance records, tardiness records, records of disciplinary actions, height and weight measures as well as administrative records for sampled students. The Contractor shall keep FNS advised of the progress of data collection on a continuing basis providing weekly updates. If possible, FNS would prefer to have read-only access to the data management system used to monitor the status of the data collection.

As data are collected, the Contractor shall create a data base consistent with the procedures described in the approved Data Collection and Analysis Plan. At a minimum, the creation of these data files shall include a 100 percent manual edit, verified data entry procedures, machine editing, and the production of descriptive statistics to ensure the integrity of the study data set.

**Task 9. Collect School Year 2000-2001 First Year Implementation Data**

In accordance with the procedures outlined in the approved Data Collection and Analysis Plan, the Contractor shall collect data

from the schools participating in the pilot project as required to evaluate the effects of the universal-free breakfast program on student participation and its impacts on dietary intake, school achievement and related outcomes. Data shall also be collected for the implementation study to adequately describe how schools have implemented the universal-free breakfast program and help interpret the findings of the impact study. The Contractor shall keep FNS advised of the progress of data collection on a continuing basis providing weekly updates.

**Task 10. Create Study Data Base and Analyze Data**

Following the procedures described in the approved Data Collection and Analysis Plan developed in Task 3, the Contractor shall create analytic files and conduct the appropriate analyses. If the analytic framework changes after the submission of the Revised Analysis Plan was approved, the Contractor shall submit a Memorandum of Intent outlining these changes for FNS approval. The Revised Analysis Plan shall not change the Scope of Work nor have a substantial impact on overall anticipated costs. No revisions or changes to the contract shall occur without the approval of the Contracting Officer.

**Task 11. Presentation of Preliminary Findings**

After preliminary analysis of the data, but prior to final report writing, the Contractor shall meet with FNS staff to discuss the results of the preliminary analyses. The Contractor shall provide FNS with draft tables and graphics that present the major preliminary findings. Discussions will focus on the interpretations and implications of these preliminary findings and how they should be presented in the final report. It will also offer the opportunity to discuss additional analyses that might need to be examined to provide a thorough understanding of the results.

**Task 12. Prepare Pilot Project Evaluation Report - Volume 1**

The Contractor shall prepare a draft, revised, and final report that details the results of analyses conducted on data collected through School Year 2000-2001. A detailed outline and subsequent drafts of the report shall be submitted to FNS for review and comment. At a minimum, this report shall contain the following:

- a separately bound executive summary of the major evaluation findings;
- an introduction and background to the pilot project and evaluation;
- a delineation of study issues, objectives and research questions;
- a discussion of the methodology employed;
- a presentation of all major findings of the study;
- a discussion of the study limitations;
- study conclusions; and
- technical appendices necessary to fully document all analytic procedures used.

The Contractor shall submit one unbound camera-ready copy of the final report and executive summary to be used for printing of additional reports. A copy of the final report and executive summary, including all tables, graphics, and appendices, shall also be submitted to FNS on a CD in two forms: a microcomputer word processing format agreeable to FNS (currently Microsoft Word 7 for Windows) and a PDF file.

**Task 13.            Prepare and Submit Data Files**

The Contractor shall prepare and submit to FNS a set of CDs that include the raw data files and data analytic files used to produce all results that appear in the final report. These files shall be provided in micro-computer format for use with PC SAS or other suitable analytic software selected by FNS. In addition, the Contractor shall provide full documentation in hard copy and on CD for these data files including:

- file structure (data set name, record format, number of records);

- code book (record layout including variable name, variable format, variable labels, value labels, and missing values);
- variable definitions;
- imputation procedures (if used);
- editing procedures used;
- structure of composite variables, and
- SAS/SUDAAN code to allow full replication of analyses at FNS.

A separate set of "Public Use" CDs shall be prepared that eliminates confidential information and is ready for copying and dissemination to the public.

**Task 14. Dissemination of the Initial Evaluation Findings**

The Contractor shall conduct a one-day session at FNS Headquarters in Alexandria, Virginia presenting an overview of the study, the study design and final results of the evaluation of the baseline year and first year of implementation. This presentation shall include visual display materials and handouts. The presentation shall be prepared in PowerPoint or similar format that is agreeable to FNS. Copies of the visual display materials and handouts shall be submitted to FNS for review one week prior to the presentation. Two additional presentations shall be required at locations to be announced (e.g., national meetings, Congress) as selected by FNS.

**TASK 15: Prepare Monthly Progress Reports**

(AGAR 452.237-76) (FEB 1988)

Every month, the Contractor shall submit three copies (two copies to the Contracting Officer's Representative and one copy to the Contract Specialist) of a report on the current status of the project.

More specifically, in accordance with Agriculture Acquisition Regulation (AGAR 452.237-76, Progress Reporting), each report shall be prepared in the following format:

- (a) cover page containing:
  - (1) Contract number and title;
  - (2) type of report, sequence number of report, and period of performance being reported;
  - (3) Contractor's name and address;
  - (4) Author(s); and
  - (5) Date of report.
- (b) Section I - An introduction covering the purpose and scope of the contract effort. This shall be limited to one paragraph in all but the first and final month's narrative.
- (c) Section II - A description of overall progress plus a separate description of each task or other logical segment of work on which effort was expended during the report period. The description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.
- (d) Section III - A description of current technical or substantive performance, and any problem(s) which may impede performance along with proposed corrective action.
- (e) Section IV - A planning schedule shall be included with the first progress report for all assigned tasks required under the contract, along with the estimated starting and completion dates for each task. The planning schedule shall be updated and submitted with each subsequent technical progress report, including an explanation of any difference between actual progress and planned progress, why the differences have occurred, and - if behind planned progress - what corrective steps are planned; all work



to be performed in the next reporting period by task; and a comparison of the proposed deliverables schedule to the actual schedule.

- (f) Section V - If applicable, financial information shall be submitted for each major task or line item cost. Data shall include:
  - (1) The total estimated cost budgeted (fee excluded)
  - (2) The estimated cost expended during the current reporting period and indications of possible cost overruns
  - (3) Identification of monthly and cumulative direct labor hours of prime Contractor and subcontractor(s) and/or consultants(s), by task, if applicable
  - (4) A comparison of proposed to actual costs by task
  - (5) Total project to-date expenditures and
  - (6) Total remaining funds.

In addition, a formal conference call between the Contractor and FNS staff shall be conducted every quarter. Agenda items shall be mutually agreed upon prior to the conference call. Representatives from the six participating SFAs may be included on the conference call if desired. The Contractor shall submit a brief memorandum documenting all decisions made during these conference calls.

#### **OPTION 1 - Pre-implementation Survey**

Program effects may be difficult to detect, in part, because of the dilution of effects on "treatment" students who begin to participate in the universal-free breakfast program. A substantial number of students may already be participating in the regular breakfast program and their outcomes are not likely to be substantially effected by the introduction of free breakfasts. Other students will choose not to participate for various reasons. The end result is the effects of school breakfast on those new participants are diluted by those students whose participation is not changed. To address this problem, FNS

may decide to incorporate a pre-implementation survey of sampled students' families in Fall 2000 in the treatment and control schools in order to identify and target students who would be more likely to become new universal-free breakfast program participants.

**Task 1.1 Conduct Pre-Implementation Survey**

The Contractor shall obtain rosters of students in the sampled schools. The Contractor shall select a sample of students and administer the pre-implementation survey to families of children in both treatment and control schools to identify students most likely to be new participants, i.e., those students who do not participate in the regular breakfast program but who would participate if breakfasts were provided free to all students. Based on the analysis of the pre-implementation survey, the contract shall select a sub-sample of students to be included as the primary student sample for the pilot project. This task would essentially replace Task 7 of the Base Contract.

**OPTION 2 - Conduct a Follow-up Achievement Test**

**Task 2.1 Conduct a Follow-up Achievement Test**

Depending on the availability of district-administered standardized student achievement test data, the Contractor may be required to administer achievement tests to the sample of students participating in the pilot project. If selected school districts do not administer student achievement tests every year to students in every grade, the Contractor shall administer standardized student achievement tests to the sampled students in the Spring of School Year 2000-2001. The baseline measure of student achievement would come from school records. Having to spend resources on administration and processing of student achievement tests means that fewer schools and students would be included in the pilot project. For costing purposes, election of this option would mean that approximately 120 elementary schools (60 universal-free breakfast and 60 regular breakfast program) and a total of 3,600 students would be participating in the demonstration evaluation.

**OPTION 3 - Second Post-Implementation Data Collection, Analysis and Report Writing**

FNS may decide to conduct two additional post-implementation data collection efforts in School Years 2001-2002 and 2002-2003 using

school administrative data to examine possible delayed effects or duration of effects. This second post-implementation data collection option may not be elected if cost implications necessitate only one data collection after implementation of the demonstration.

**Task 3.1 Collect Evaluation Data - School Year 2001/02**

As outlined in the approved Data Collection and Analysis Plans, the Contractor shall obtain school-level administrative records such as enrollment figures, school breakfast participation data, scores of district-administered achievement tests, attendance records, tardiness records, records of disciplinary actions as well as administrative records for sampled students. Similar data will be collected for individual students selected for the evaluation. Data will be collected in the Fall and Spring. The Contractor shall keep FNS advised of the progress of data collection on a continuing basis providing weekly data collection status updates.

**Task 3.2 Create Study Data Base and Analyze Evaluation Data**

As the School Year 2001/02 data is collected, the Contractor shall undertake procedures to ensure the integrity of the study data set. The Contractor shall then analyze the data following the procedures described in the Revised Data Collection and Analysis Plans. If procedures in the analytic framework have changed since the Analysis Plan was approved, the Contractor shall submit a Memorandum of Intent outlining these changes for FNS approval. Any changes to the contract must be approved by the Contracting Officer. Upon FNS request, the Contractor shall provide FNS with advance copies of draft tables and graphics to be used in the final report.

**Task 3.3 Collect Evaluation Data - School Year 2002/03**

As outlined in the approved Data Collection and Analysis Plans, the Contractor shall obtain school-level administrative records such as enrollment figures, school breakfast participation data, scores of district-administered achievement tests, attendance records, tardiness records, records of disciplinary actions as well as administrative records for sampled students. Similar data will be collected for individual students selected for the evaluation. Data will be collected in the Fall and Spring. The Contractor shall keep FNS advised of the progress of data

collection on a continuing basis providing weekly data collection status updates.

**Task 3.4 Create Study Data Base and Analyze Evaluation Data**

As the School Year 2002/03 data is collected, the Contractor shall undertake procedures to ensure the integrity of the study data set. The Contractor shall then analyze the data following the procedures described in the Revised Data Collection and Analysis Plans. If procedures in the analytic framework have changed since the Analysis Plan was approved, the Contractor shall submit a Memorandum of Intent outlining these changes for FNS approval. Any changes to the contract must be approved by the Contracting Officer. Upon FNS request, the Contractor shall provide FNS with advance copies of draft tables and graphics to be used in the final report.

**Task 3.5 Prepare Final Evaluation Report - Volume 2**

The Contractor shall prepare a draft, revised, and final report that details the results of analyses conducted on data collected in School Years 1999/00 - 2002/03. This report shall follow the same general format as the report described in Task 12. In addition to the one unbound hard copy of the final report and executive summary, the Contractor shall provide these documents on a CD in two forms: a microcomputer word processing format agreeable to FNS (currently Microsoft Word 7 for Windows) and a PDF file.

**Task 3.6 Prepare and Submit Data Files**

The Contractor shall prepare and submit to FNS a set of CDs containing the raw data and any analytic files used to produce findings in the final report prepared in Task 3.5. The documentation, data format, and SAS/SUDAAN code should be comparable to that produced in Task 12. A separate set of "Public Use" CDs shall be prepared that eliminates confidential information and is ready for copying and dissemination to the public.

**Task 3.7 Dissemination of the Final Evaluation Findings**

The Contractor shall conduct a one-day session at FNS Headquarters in Alexandria, Virginia presenting an overview of

the study, the study design and final results of the evaluation. This presentation shall include visual display materials and handouts. The presentation shall be prepared in PowerPoint or similar format that is agreeable to FNS. Copies of the visual display materials and handouts shall be submitted to FNS for review one week prior to the presentation. Two additional presentations shall be required at locations to be announced (e.g., national meetings, Congress) as selected by FNS.

**TASK 3.8: Prepare Monthly Progress Reports**

(AGAR 452.237-76) (FEB 1988)

Every month, the Contractor shall submit three copies (two copies to the Contracting Officer's Representative and one copy to the Contract Specialist) of a report on the current status of the project.

More specifically, in accordance with Agriculture Acquisition Regulation (AGAR 452.237-76, Progress Reporting), each report shall be prepared in the following format:

- (a) cover page containing:
  - (1) Contract number and title;
  - (2) type of report, sequence number of report, and period of performance being reported;
  - (3) Contractor's name and address;
  - (4) Author(s); and
  - (5) Date of report.
- (b) Section I - An introduction covering the purpose and scope of the contract effort. This shall be limited to one paragraph in all but the first and final month's narrative.
- (c) Section II - A description of overall progress plus a separate description of each task or other logical segment of work on which effort was expended during the report period. The description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.

- (d) Section III - A description of current technical or substantive performance, and any problem(s) which may impede performance along with proposed corrective action.
- (e) Section IV - A planning schedule shall be included with the first progress report for all assigned tasks required under the contract, along with the estimated starting and completion dates for each task. The planning schedule shall be updated and submitted with each subsequent technical progress report, including an explanation of any difference between actual progress and planned progress, why the differences have occurred, and - if behind planned progress - what corrective steps are planned; all work to be performed in the next reporting period by task; and a comparison of the proposed deliverables schedule to the actual schedule.
- (f) Section V - If applicable, financial information shall be submitted for each major task or line item cost. Data shall include:
  - (1) The total estimated cost budgeted (fee excluded)
  - (2) The estimated cost expended during the current reporting period and indications of possible cost overruns
  - (3) Identification of monthly and cumulative direct labor hours of prime Contractor and subcontractor(s) and/or consultants(s), by task, if applicable
  - (4) A comparison of proposed to actual costs by task
  - (5) Total project to-date expenditures and
  - (6) Total remaining funds.

In addition, a formal conference call between the Contractor and FNS staff shall be conducted every quarter. Agenda items shall be mutually agreed upon prior to the conference call. Representatives from the six participating SFAs may be included

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on the conference call if desired. The Contractor shall submit a brief memorandum documenting all decisions made during these conference calls.

**C-2 ATTACHMENTS TO STATEMENT OF WORK/SPECIFICATIONS**  
(AGAR 452.211-73) (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

**SECTION D - PACKAGING AND MARKING**

**D-1 MARKING DELIVERABLES** (AGAR 452.247-71) (FEB 1988)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

**D-2 PACKING FOR DOMESTIC SHIPMENT** (AGAR 452.247-72) (FEB 1988)

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Department of Transportation regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.



**SECTION E - INSPECTION AND ACCEPTANCE**

**E-1 CLAUSES INCORPORATED BY REFERENCE** (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

**CLAUSE  
NUMBER**

**TITLE**

**DATE**

52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984
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**E-2 INSPECTION AND ACCEPTANCE** (AGAR 452.246-70) (FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at:

USDA, Food and Nutrition Service  
Office of Analysis, Nutrition and Evaluation  
3101 Park Center Drive, Room 503\_  
Alexandria, VA 22302

**SECTION F - DELIVERIES OR PERFORMANCE**

**F-1 CLAUSES INCORPORATED BY REFERENCE** (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

<b><u>CLAUSE NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.242-15	STOP-WORK ORDER (ALTERNATE I)	AUG 1989 APR 1984
52.247-35	F.O.B. DESTINATION WITHIN CONSIGNEE'S PREMISES	APR 1984

**F-2 PLACE OF DELIVERY -- FOB DESTINATION**

All reports and/or deliverables identified herein shall be delivered, and all transportation charges paid by the contractor, in accordance with the FOB Destination Clause (FAR 52.247-35) as follows:

**Progress Reports:**

1 copy of each progress report shall be delivered to the Contracting Office and 2 copies to the Project Office at the addressees shown below.

Contracting Office:

USDA, Food and Nutrition Service  
Contract Management Branch, Room 228  
Attn: Suzanne A. Pastura, Contract Specialist  
3101 Park Center Drive  
Alexandria, VA 22302

Project Office:

USDA, Food and Nutrition Service  
John Endahl, Contracting Officer's Representative  
Office of Analysis, Nutrition and Evaluation, Room 503  
3101 Park Center Drive  
Alexandria, VA 22302

**All Other Deliverables:**

All required deliverables (with the exception of the Progress Report) shall be delivered to the Contracting Officer's Representative at the below address.

USDA, Food and Nutrition Service  
Office of Analysis, Nutrition and Evaluation  
Attention: John Endahl, Contracting Officer's  
Representative  
3101 Park Center Drive, Room 503  
Alexandria, VA 22302

**F-3 PERIOD OF PERFORMANCE** (AGAR 452.211-74) (FEB 1988)

The period of performance of this contract is as follows:

	<u>FROM</u> *	<u>THROUGH</u> *
Base Period	July 1, 2000	May 31, 2002
Option 1	July 1, 2000	May 31, 2002
Option 2	July 1, 2000	May 31, 2002
Option 3	July 1, 2001	July 31, 2004

\* NOTE: These are approximate dates.

**F-4 IDENTIFICATION OF CONTRACT DELIVERABLES**

Unless otherwise specified by the Contracting Officer in writing, all documents prepared and submitted by the Contractor to the Government under this contract shall include the following information on the cover page of each document:

- (a) Name and business address of the contractor;
- (b) Contract Number;
- (c) Contracting Officer's Representative Name; and
- (d) Date of document.

**F-5 DELIVERY SCHEDULE**

The Government requires delivery to be made according to the following schedule:

Task	Deliverable	No. Copies	Due Dat
<b>Base Contract</b>			
1	Orientation Meeting Agenda	1	*
	Orientation Meeting Summary	5	*
2	District Orientation Meeting Agenda	1	*
	District Orientation Meeting Summary	5	*
3	Revised Data Collection/Analysis Plan	5#	*
4	Draft OMB Package & Instruments	5	*
	Revised OMB Package & Instruments	10#	*
	Final OMB Package & Instruments	5#	*
5	Draft Data Collection Training Manuals	5	*
	Final Data Collection Training Manuals	5#	*
6	Training Summary Memorandum	5	*
7	Student Selection Memorandum	5	*
8	Data Collection Status Reports (Weekly)	2	*
9	Data Collection Status Reports (Weekly)	2	*
10	Memorandum of Intent (If Needed)	2	*
11	Draft tables and graphics	5	*
12	Draft Base Contract Report	5	*
	Revised Base Contract Report	5	*
	Final Base Contract Report	15#	*
13	Data Files and Documentation	5@	*
14	Presentation Materials	1##	*
15	Monthly Progress Reports	2	*
	Conference Call Summary Memoranda	2	*
<b>Option 1 No Deliverables</b>			
<b>Option 2 No Deliverables</b>			
<b>Option 3</b>			
3.1	Data Collection Status Reports (Weekly)	2	*
3.2	Draft Analytic Tables and Graphics	2	*
3.3	Data Collection Status Reports (Weekly)	2	*
3.4	Draft Analytic Tables and Graphics	2	*
3.5	Draft Final Evaluation Report	5	*
	Revised Final Evaluation Report	5	*
	Final Evaluation Report	15#	*
3.6	Data files and Documentation	5@	*
3.7	Presentation Materials	1##	*

3.8	Monthly Progress Reports	2	*
	Conference Call Summary Memoranda	2	*

\* To be proposed by Offeror

# One of the copies shall be a unbound camera-ready copy; In addition to the paper copies, one copy shall be submitted in electronic form using Microsoft Word 7.0 and another in PDF format.

## Presentation material shall be in Microsoft PowerPoint format.

@ Data files and documentation including SAS code shall be prepared on a set of CDs. A separate set of "Public Use" data files shall also be prepared on CDs

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G-1 INVOICES**

Invoices shall be submitted monthly, for costs incurred, in an original and two copies to the Government office listed below. To constitute a proper invoice, in accordance with FAR Subpart 32.905 "Invoice Payments," the invoice must include the following information and/or attached documentation:

- (1) Name and address of the business concern, invoice number and invoice date;
- (2) Contract number;
- (3) Description, price, and quantity of property and services actually delivered or rendered;
- (4) Shipping and payment terms; and
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

Further, each invoice **MUST** include sufficient support documentation to allow for verification of cost (e.g., copies of invoices, purchase orders, receipts, etc.). **At a minimum**, the total invoiced cost must be broken down **by task**. Each task must be broken down in such a manner as to demonstrate the derivation of the invoiced cost for that task. Direct labor must show each employee, the current hourly rate being paid that employee, and the number of hours worked by that employee during the billing period. Other direct costs invoiced, must demonstrate how they were derived and/or include copies of invoices for costs incurred.

The hourly rates submitted on invoices will be verified against the rates shown on a certified salary schedule. This certified salary schedule **must** be submitted prior to payment of the first invoice and must be updated whenever there is a rate change due to promotion, merit increase, COLA, etc.

All allowable costs being invoiced **must** be recorded costs incurred under the contract that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment.

On each submitted invoice, the Contractor **must** include a signed certification which shall state as follows:

"I certify that this invoice is made in good faith for the reimbursement of paid costs incurred under the contract; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract payment for which **[insert Contractor's name]** believes the Government is liable."

The Contractor shall submit an original and two (2) copies of invoices to the following designated payment office:

U.S. Department of Agriculture  
Food and Nutrition Service  
Accounting Division  
3101 Park Center Drive, Room 418  
Alexandria, VA 22302

#### **G-2 METHOD OF PAYMENT**

**PAYMENTS UNDER THIS CONTRACT SHALL BE MADE VIA ELECTRONIC FUNDS TRANSFER (EFT) METHOD.**

Payments are made electronically through the Automated Clearing House (ACH) network for deposit directly into the contractor's bank account. The Contractor shall provide the following information required to make contract payment by EFT:

- 1) Contract number to which the information applies;
- 2) Original signature, title, and telephone number of the contractor's official authorized to provide this information;
- 3) Name, address, telephone number and 9-digit Routing Transit Number of the contractor's financial agent;
- 4) Contractor's account number and the type of account (checking or savings); and
- 5) Contractor's Federal Tax Identification Number.

If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information either with the submission of the data or by sending a letter on Contractor letterhead with an original signature of the contractor's official authorized to provide EFT information.

The contractor, after award and not later than 21 days prior to submission of an invoice, **must** send the EFT information specified above to USDA, Food and Nutrition Service, Accounting Division, AOFSB, Attn: Mr. John Carmack, 3101 Park Center Drive, Room 418, Alexandria, VA 22302. An ACH Vendor/Miscellaneous Payment Enrollment Form or similar financial institution form may be used if it is available to the contractor. However, the information may also be submitted on company letterhead. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the address above. If you have questions regarding the method of payment or submission of EFT information, please contact Mr. John Carmack at (703) 305-1455.

(See also 52.232-34 "PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER THAN CENTRAL CONTRACTOR REGISTRATION" in Section I)

**G-3 PAYMENT DUE DATE**

Payment under this contract will be due on the 30th calendar day after the later of:

- (a) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
- (b) Receipt of the scheduled monthly progress payment, or
- (c) The date of completion of performance of the services.

**G-4 CONTRACT ADMINISTRATION**

a) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. This authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(b) The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration:



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NAME: \_\_\_\_\_ \*

TELEPHONE: \_\_\_\_\_ \*

TITLE: \_\_\_\_\_ \*

**\* (To be completed at time of award)**

(c) The Government Contract Administrator is:

NAME: Suzanne A. Pastura

TELEPHONE: (703) 305-2991 FAX: (703) 305-2071

TITLE: Contract Specialist

(d) The Government Contracting Officer's Representative is:

NAME: John Endahl

TELEPHONE: (703) 305-2122 FAX: (703) 305-2576

TITLE: Contracting Officer's Representative

(e) The Government Contracting Officer is:

NAME: \_\_\_\_\_ \*

TELEPHONE: \_\_\_\_\_ \*

TITLE: \_\_\_\_\_ \*

**\* (To be completed at time of award)**

**G-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND**  
**CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

Definitions:

"Contracting Officer's Representative" - The Contracting Officer's Representative (COR) is designated by the Contracting Officer, in writing, and is contract specific. The COR is the technical representative for all technical requirements of the specific contract.

"Contracting Officer's Technical Representative" - The Contracting Officer's Technical Representative (COTR) is designated by the Contracting Officer, in writing, and is task specific. The COTR will assist the COR with the technical requirements and other administrative responsibilities of a specific task.

"Contracting Officer" - The Contracting Officer is the only individual with authority to enter into, administer, or terminate contracts. The Contracting Officer ensures performance of all

necessary actions for effective contracting, ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships.

Limits on the Authority of the COR/COTR:

The authority of the COR/COTR is limited. The Contracting Officer may not delegate the following authority to:

1. Award, agree to, or execute any contract, task order, or contract modification;
2. Obligate, in any way, the payment of money by the Government;
3. Take any action which may have an impact on the contract or task order schedules, funds, or the scope of work/task description.
4. Make the final decision on any matter that would be subject to appeal under the Disputes clause; and
5. Terminate, for any case, the contractor's right to proceed.

Responsibilities:

The COR/COTR is authorized to take any or all actions as specified below which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of the contract.

1. Assure that the Contractor performs the contract technical requirements in accordance with its terms, conditions and scope of work providing guidance when necessary.
2. Perform or arrange for all inspections necessary in connection with (1) above and require the Contractor to correct any deficiencies that are found; recommend acceptance for all deliverables on behalf of the Government; record the inspections and acceptance and insure that distribution of approvals/disapprovals are made to the Contractor and the Contracting Officer. Review all contract deliverables and provide inspection and acceptance documentation to the Contracting Officer. You have the responsibility to track and retain all contract deliverables. When inspections are performed by the COTR, the COR will make the final determination on acceptance.

3. Maintain liaison and direct communication with the contractor. Written communications with the Contractor and all contract related correspondence shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer for the file.
4. Issue written technical interpretations of the Government scope of work. Interpretations which could impact delivery schedules, funding, or the scope of work must be coordinated with the Contracting Officer and a copy of all written interpretations must be furnished to the Contracting Officer for the file.
5. Monitor the contractor's production or progress performance and notify the contractor, in writing, of deficiencies observed during surveillance, and direct appropriate corrective actions **EXCEPT** where such corrective action would affect delivery schedule, price or scope of work. In those instances where corrective action would affect delivery schedule, price or scope of work, the COR shall notify the Contracting Officer of the problem and recommend corrective action. Record and report to the undersigned incidents of faulty or nonconforming work, delays, or problems.
6. Coordinate site entry for contractor personnel and, if to be provided, ensure that Government-furnished property is available when required.
7. Review of payment requests to verify actual performance to determine reasonableness of billed amounts and to determine compliance with the contract terms. Ensure that adequate supporting documentation for subcontract and vendor costs is obtained before approval. Recommend to the FNS Accounting or Budget Division the payment amount. When costs are questioned or recommended for disallowance, the Contracting Officer must be notified before approval and submission for payment. To ensure accurate balances are kept, the COR or COTR should reconcile voucher expenditures and balances with the Contracting Officer and Accounting or Budget Office quarterly.
8. Ensure that the Contractor is not directed to employ individuals or enter into subcontract agreements for performance of a specific task. Recommendations for subcontracting opportunities shall be sent, in writing, to the Contracting Officer.

9. **Definition of Subcontract: Any supplier, distributor, vendor or firm, including consultants, that furnishes supplies or services to or for a prime contract or another subcontractor. THE FOLLOWING RULES MUST BE ADHERED TO--**

Review and consent of subcontract and consultant agreements to determine if (1) the services are technically justified and (2) the proposed subcontract type is appropriate for the risks involved and consistent with current policy. Subcontract consent is required for (1) all cost-reimbursement, time-and-materials or labor-hour subcontracts and (2) fixed-price subcontracts that exceed either \$25,000 or 5% of the total estimated cost of the task order. Consultant consent is required whenever any employee of the Contractor is to be reimbursed as a "consultant" under the contract. COTRs will ensure that no additional subcontractors are engaged under the contract without the prior approval of the COR. The Contracting Officer will provide written approval to the Contractor in accordance with the terms of the contract.

10. Identify Contracting Officer Technical Representatives (COTR's) for each task, when appropriate. All COTR responsibilities must be coordinated with the COR. The COTR will provide technical guidance and monitor contract performance. Payment requests may be reviewed and initialed by the COTR, **however, payment authorizations can only be made by the COR.**
11. To the extent possible, provide well defined, clear and concise task descriptions for new tasks. When tasks are broad in scope and assignments or technical guidance is communicated to the Contractor verbally, the COTR or COR **must memorialize the communication in writing.**
12. Only the Contracting Officer, Contract Specialist or COR/COTR have authority to contact contractors to discuss costs and/or the technical requirements of the contract. **Contacts from other government employees could result in unauthorized commitments.** Government representatives who are working on, or asked to work on, a particular contractual issue must **not** contact the Contractor directly but should coordinate the activity with the Contracting Officer or COR/COTR. The COR/COTR must be present at all procurement related contacts and meetings with the contractor. Depending on the nature of the meeting, the COR/COTR must also give advance notification to the Contracting Officer or Contract Specialist. All contacts with contractors must be documented and retained

with the COR's/COTR's contract correspondence file. As deemed appropriate, one copy must be forwarded to the Contracting Officer. Examples of documented contacts are providing technical direction, work plan instructions, not accepting a deliverable, potential changes to the statement of work or delivery schedule, costs and subcontractor or consultant recommendations.

13. Review monthly progress reports to ensure compliance with contract performance requirements.

#### **G-6 RESPONSE TO FNS TECHNICAL DIRECTION**

Technical direction from the FNS Contracting Officer's Representative must be within the scope of work specified in the contract. Directions considered to be outside the purview of technical direction are those which:

- constitute an assignment outside the general scope of the statement of work;
- improperly affects the Contractor's ability to adhere to the contract's delivery schedule;
- changes any of the expressed terms, conditions, or specifications of the contract; and
- interferes with the Contractor's right to perform the terms and conditions of the contract.

IF the Contractor receives direction, couched as technical guidance, that fits into any of the above categories, the Contracting Officer shall be notified immediately. Within 30 days of such notice, the Contracting Officer will advise the Contractor on what action to take.

Conversely, the Contractor shall not assume that a given requirement of the contract can be effectively substituted by following technical direction for work that is outside of the scope of the work.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H-1 PRINTING**

Unless otherwise specified in this contract, the Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 25,000 units in the aggregate of multiple pages, will not be deemed to be printing. For the purpose of this paragraph, such pages may not exceed a maximum image size of 10 3/4 by 14 1/4 inches.

### **H-2 PAPERWORK REDUCTION ACT**

In the event that it becomes a contractual requirement to collect identical information from ten or more public respondents, the Paperwork Reduction Act, 44 U.S.C., 3501 et seq., shall apply to this contract. In such an event, the Contractor shall not expend any funds to take any other action whatsoever to solicit information from any of the public respondents until the Contracting Officer has notified the Contractor in writing that the required Office of Management and Budget clearance has been obtained. The Contractor shall provide to the Contracting Officer's Representative (COR) or to the Contracting Officer such information as will facilitate obtaining such clearance.

### **H-3 INCORPORATION OF SUBCONTRACTING PLAN AND REPORTING REQUIREMENTS**

The negotiated subcontracting plan dated \_\_\_\_\_ is hereby incorporated by reference. Failure of the Contractor to make a good faith effort to comply with the subcontracting plan may result in the assessment of liquidated damages in accordance with the Clause at 52.219-16, Liquidated Damages--Subcontracting Plan, Section I herein.

In accordance with the Clause in Section I, FAR 52.219-9 Small Business Subcontracting Plan, the Contractor shall submit the reports specified below as follows:

RFP FNS-00-002SUZ

<u>Reporting Period</u>	<u>Report</u>	<u>Due Date</u>
Oct 1 - Mar 31	SF-295 Summary Subcontract Report (Rev. 12/98)	04/30
Oct 1 - Sep 30	SF-295 Summary Subcontract Report (Rev. 12/98)	10/30
Oct 1 - Mar 31	SF-294 Subcontracting Report for Individual Contracts (Rev. 12/98)	04/30
Apr 1 - Sep 30	SF-294 Subcontracting Report for Individual Contracts (Rev. 12/98)	10/30
	OF-312 Small Disadvantaged Business (SDB) Participation Report (1/99) (ATTACH THIS REPORT TO THE FINAL SF-294, SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS)	

**SF-294 - Submit original to the cognizant Contracting Officer at the address below:**

USDA/FNS  
Attn: Steve Crotwell, Contracting Officer  
Contract Management Branch  
3101 Park Center Drive, Room 228  
Alexandria, VA 22302

**SF-295 - Submit original directly to the USDA, Office of Small and Disadvantaged Business Utilization at the address below. A courtesy copy shall be submitted to the Contracting Officer at the address listed above.**

USDA/OSDBU  
Attn: Belinda Ward  
14<sup>th</sup> & Independence Ave., S.W.  
Room 1323, South Building  
Washington, DC 20250

#### **H-4 ADP COMPATIBILITY**

The Contractor agrees to comply with both the U.S. Department of Agriculture's (USDA) and the Food and Nutrition Service's (FNS) ADP system security requirements to the extent necessary to meet

the requirements of the work herein. All databases created and maintained by the Contractor shall have proper validation and control techniques, and all ADP resources, including data tapes, which become the property of the Government shall be fully documented, both in source code (if any) and written materials. Software documentation shall include, as appropriate (in the determination of the Contracting Officer's Representative), flowcharts; textual explanation of subroutines, processes, and algorithms; screens; and other materials as necessary to ensure that a programmer conversant with the language may maintain the software. Database documentation shall include: variable names and labels; variable locations the source of each data item; the formulas used to compute or transform variables, if any, database structure and relationship; a printout of the data or first 50 pages. Further, all data tapes must be compatible with FNS ADPE.

FNS performs its computing applications entirely in an IBM-oriented environment; that is directly on IBM or IBM compatible hardware. Work performed under this contract may require transfer of limited data and text files, as well as extensive data tapes. Optimum effort shall be general ease of use by FNS personnel of these transferred data tapes and diskettes. In particular, all physical storage media must be on 3 1/2" diskettes formatted to be used on IBM AT compatible computers, and must be accompanied by accessing and format information.

In addition, there may be occasion where some deliverables will be significantly enhanced by inclusion of data and text diskettes, thus allowing further processing and manipulation by FNS staff. Collaboration between the Contractor and the responsible FNS official concerning appropriate computer deliverables may occur during performance of work, as appropriate.

**H-5 KEY PERSONNEL** (AGAR 452.237-74) (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel:

\_\_\_\_\_\*  
\_\_\_\_\_  
\_\_\_\_\_

**\* TO BE COMPLETED AT TIME OF AWARD**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless



the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

#### **H-6 OMBUDSMAN**

FNS has designated an ombudsman to address concerns of procurement improprieties. The designation and responsibilities are described below:

##### **PROCUREMENT OMBUDSMAN**

Concerns of procurement impropriety or the appearance of impropriety should be immediately brought to the attention of the Contracting Officer. If you choose not to raise the issue to the Contracting Officer, the Agency has designated Mr. John M. Heslin, Chief, Administrative Review Branch, Grants Management Division, as the Procurement Ombudsman (PO). Mr. Heslin will serve as an additional source available to contractors, subcontractors, and FNS staff who may have concerns regarding possible impropriety or the appearance of impropriety in a contract, but choose not to raise the issue through normal administrative mechanisms.

Mr. Heslin has independent authority to address any issue of impropriety with absolute confidentiality and report directly to the Agency Administrator as necessary. He will have complete access to everyone involved in the process, at all levels in the FNS organization. Additionally, Mr. Heslin has full authority to complete a thorough review of each concern raised. Mr. Heslin may be reached by calling (703) 305-2820 or (703) 305-2822 or at the following mailing address:

**Mr. John Heslin  
USDA/FNS/GMD/ARB  
3101 Park Center Drive  
Room 1002  
Alexandria, VA 22302**

This clause shall be incorporated in all subcontracts.

**H-7 DEBT COLLECTION**

Any monies that are payable or may become payable from the United States under this agreement to any person or legal entity not an agency or subdivision of a State or local government may be subject to administrative offset for the collection of a delinquent debt the person or legal entity owes to the United States, under the Federal Claims Collection Act of 1966, as amended by the Debt Collection Act of 1982 (31 U.S.C. 3701, 3711, 3716-3719); 4 CFR part 102 and subpart B of this part). Information on the person's or legal entity's responsibility for a commercial debt or delinquent consumer debt owed the United States will be disclosed to consumer or commercial credit reporting agencies.

**SECTION I - CONTRACT CLAUSES****I-1 CLAUSES INCORPORATED BY REFERENCE** (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

<b><u>CLAUSE NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT 1997

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	APR 1998
52.216-8	FIXED FEE	MAR 1997
52.217-7	OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM	MAR 1989
52.217-9	OPTION TO EXTEND TERM OF CONTRACT	NOV 1999
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN 1999
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (BLANK COMPLETED \$0.00)	JUL 1990
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52-223-6	DRUG-FREE WORKPLACE	JAN 1997

<b><u>CLAUSE NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2000
52.227-14	RIGHTS IN DATA - GENERAL	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV 1999
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT-OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD-ALTERNATE I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995

<b><u>CLAUSE NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.243-2	CHANGES - COST-REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52-253-1	GOVERNMENT GENERATED FORMS	JAN 1991

**I-2 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-  
DISADVANTAGED STATUS AND REPORTING** (FAR 52.219-25) (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional

Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

**I-3 NOTIFICATION OF OWNERSHIP CHANGES** (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Contracting Officer within 30 days.

(2) The Contractor shall also notify the Contracting Officer within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the Contracting Officer or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I-4 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS** (FAR 52.215-21)  
(OCT 1997) **ALTERNATE IV** (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Cost or pricing information required for submission in support of modifications will be determined separately for each modification and will be requested prior to issuance of any modification.

**I-5 RIGHTS TO PROPOSAL DATA (TECHNICAL)** (FAR 52.227-23)  
(JUN 1987)

Except for the data contained on pages: \_\_\_\_\_, it is agreed that as a condition of award of this contract, and not withstanding the conditions of any notice appearing thereon, the government shall have unlimited rights (as defined in the "Rights in data -- General" clause contained in this contract) in and to the technical data contained in the proposal dated: \_\_\_\_\_, upon which this contract is based.

**I-6 CONFIDENTIALITY OF INFORMATION** (AGAR 452.224-70) (FEB 1988)

(a) Confidential information, as used in this clause, means:  
(1) Information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an institution or organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.



(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the Contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

**I-7 RESTRICTIONS AGAINST DISCLOSURE** (AGAR 452.237-75) (FEB 1988)

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the

event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

**I-8 SUBCONTRACTS** (ALTERNATE II) (FAR 52.244-2) (AUG 1998)

(a) *Definitions.* As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontract:

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(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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**I-9 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS**  
(FAR 52.244-6) (OCT 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I-10 SMALL BUSINESS SUBCONTRACTING PLAN** (FAR 52.219-9) (OCT 1999)  
(ALTERNATE II) (JAN 1999)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause --  
"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of -

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total

projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to HUBZone small business concerns;

(iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(v) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.



(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns; and
- (iv) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns: in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether HUBZone small business concerns were solicited and, if not, why not;

(C) Whether small disadvantaged business concerns were solicited and, if not, why not;

(D) Whether women-owned small business concerns were solicited and, if not, why not; and

(E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations; and

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all make-or-buy decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned

small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided -

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with -

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

**I-11 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999)**

(a) *Definition*. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference*.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see

25.402 of the Federal Acquisition Regulation (FAR));  
and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\* Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

**SECTION J - LIST OF ATTACHMENTS****J-1 LIST OF ATTACHMENTS**

The Contracting Officer shall insert appropriately identified list of documents, exhibits and other attachments by title, date, and number of pages.

<b><u>IDENTIFIER</u></b>	<b><u>DESCRIPTION</u></b>	<b><u># OF PAGES</u></b>
Attachment 1	List of Reference Materials	1
Attachment 2	Responses to Questions on the School Breakfast Evaluation Design and Literature Review	2
Attachment 3	Invoicing Sample	3
Attachment 4	Year 2000 Software Requirements	1
Attachment 5	Standard Form LLL - Disclosure of Lobbying Activities	2
Attachment 6	Optional Form 312, Small Disadvantaged Business Report	2
Attachment 7	Subcontracting Plan Outline	9
Attachment 8	Design Document Cost Assumptions Made by Mathematica Policy Research, Inc.	7



**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS  
OF OFFERORS**

**K-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**  
(FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:  
<http://www.arnet.gov/far/>

<b><u>PROVISION NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

**K-2 TAXPAYER IDENTIFICATION** (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d),

reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN: \_\_\_\_\_.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_;

(f) Common Parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K-3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)**  
(FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b) (1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it \_\_\_\_ is a women-owned business concern.

**K-4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**  
(FAR 52.209-5) (MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are \_\_\_\_ are not \_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_\_ have not \_\_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract;

violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_\_\_ are not \_\_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has \_\_\_\_\_ has not \_\_\_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K-5 PLACE OF PERFORMANCE** (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_\_\_ intends, \_\_\_\_\_ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City,  
County, State, Zip Code)

Name and address of  
Owner and Operator of the  
Plant or Facility if Other  
than Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K-6 SMALL BUSINESS PROGRAM REPRESENTATIONS**

(FAR 52.219-1) (MAY 1999) (ALTERNATE I) (NOV 1999)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 8742.

(2) The small business size standard is \$5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K-7 SMALL DISADVANTAGED BUSINESS STATUS** (FAR 52.219-22)  
(OCT 1999) (ALTERNATE I) (OCT 1998)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:)

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(3) Address. The offeror represents that its address \_\_\_\_\_ is, \_\_\_\_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.



(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K-8 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS**

(FAR 52.222-22) (FEB 1999)

The offeror represents that -

(a) It \_\_\_\_\_ has, \_\_\_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It \_\_\_\_\_ has, \_\_\_\_\_ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K-9 AFFIRMATIVE ACTION COMPLIANCE** (FAR 52.222-25) (APR 1984)

The offeror represents that (a) it \_\_\_\_\_ has developed and has on file, \_\_\_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it \_\_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K-10 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

(FAR 52.222-70) (JAN 1999) (DEVIATION) (USDA)

(a) The offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d) (i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on

Disabled Veterans and Veterans of the Vietnam Era), it **has** [ ], **has not** [ ], submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.

**K-11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING**  
(FAR 52.223-13) (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

— (I) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

— (II) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

— (III) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the

alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

— (IV) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

— (V) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K-12 ROYALTY INFORMATION** (FAR 52.227-6) (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license

agreement and an identification of applicable claims of specific patents.

**K-13 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION**  
(FAR 52.230-1) (APR 1998)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

\_\_\_\_ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal Official), as applicable, and

(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_  
Name and Address of Cognizant ACO or Federal Official  
Where Filed: \_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

\_\_\_\_ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_  
Name and Address of Cognizant ACO or Federal Official Where  
Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

\_\_\_\_ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates, under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the

cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\_\_\_\_ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

\_\_\_\_ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award

exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or, if during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

\_\_\_ Yes    \_\_\_ No

**K-14 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION**

Offerors are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at USDA or update all outdated information on file.

(a) Offeror's Name: \_\_\_\_\_

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):  
\_\_\_\_\_  
\_\_\_\_\_

(c) Telephone Number: \_\_\_\_\_

(d) Individual(s) to contact regarding this proposal:  
\_\_\_\_\_

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(e) Cognizant Government Audit Agency: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Auditor: \_\_\_\_\_

(f) Work Distribution for Last Completed Fiscal Accounting Period.

(1) Sales:

Government cost-reimbursement type prime contracts and subcontracts: \$ \_\_\_\_\_

Government fixed-price prime contracts and subcontracts: \$ \_\_\_\_\_

Commercial Sales: \$ \_\_\_\_\_

Total Sales: \$ \_\_\_\_\_

(2) Total Sales for offeror's first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year: \$ \_\_\_\_\_

Total Sales for Second Preceding Fiscal Year: \$ \_\_\_\_\_

(g) Is company a separate entity, divisions, or subsidiary corporation?

Yes \_\_\_\_ No \_\_\_\_

If yes, name the parent company:

\_\_\_\_\_

(h) Date Company Organized: \_\_\_\_\_

(i) Staffing:

(1) Total Employees: \_\_\_\_\_

(2) Direct: \_\_\_\_\_

(3) Indirect: \_\_\_\_\_



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(4) Standard Work Week (Hours): \_\_\_\_\_

(j) Commercial Projects: \_\_\_\_\_

(k) Attach a current organizational chart of the company.

(l) Estimating System.

(1) Description of offeror's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/actual cost	Standard cost
Estimating System:		
Job Order	_____	_____
Process	_____	_____
Accumulating System:		
Job Order	_____	_____
Process	_____	_____

(2) Has the offeror's cost estimating system been approved by a Government Agency?

Yes \_\_\_\_ No \_\_\_\_

If yes, give name and address of the agency:

\_\_\_\_\_

(3) Has the offeror's cost accumulation system been approved by any Government agency?

Yes \_\_\_\_ No \_\_\_\_

If yes, give name and address of the agency:

\_\_\_\_\_

(m) What is the offeror's fiscal year period? (Give starting month and ending month): \_\_\_\_\_

What were the indirect cost rates for the last completed fiscal year?

Fiscal year	Indirect cost rate	Basis of allocation
Fringe Benefits	_____	_____
Overhead	_____	_____
G&A Expense	_____	_____
Other	_____	_____

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(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency?

Yes \_\_\_\_ No \_\_\_\_

If yes, give name and address of the agency:

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Date of last pre-award audit review by a Government agency:

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(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:

Accounting Department: \_\_\_\_\_

Contracting Department: \_\_\_\_\_

Other (describe): \_\_\_\_\_

(p) Has system of control of Government property been approved by a Government agency?

Yes \_\_\_\_ No \_\_\_\_

If yes, give name and address of the agency:

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(q) Purchasing Procedures:

Are purchasing procedures written?

Yes \_\_\_\_ No \_\_\_\_

Has the purchasing system been approved by a Government agency?

Yes \_\_\_\_ No \_\_\_\_

If yes, give name and address of the agency:

---

(r) Does the offeror have an established written incentive compensation or bonus plan?

Yes \_\_\_\_ No \_\_\_\_

**K-15 DUPLICATION OF COST**

The offeror represents and certifies that any changes contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other Government contract, subcontract, or other Government source.

**K-16 CERTIFICATION**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**  
(FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:  
<http://www.arnet.gov/far/>

<b><u>PROVISION NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

**L-2 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION**  
(FAR 52.215-1) (FEB 2000) **ALTERNATE I** (OCT 1997)

(a) Definitions. As used in this provision -

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt

maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If any emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(5) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(6) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(7) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Governments right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use of disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Governments interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient



competition among the most highly rated proposals. Therefore, the offerors initial proposal should contain the offerors best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Governments best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**L-3 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1999)**

(a) Definitions. As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2)

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror

must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f). "Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DOD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DOD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

( ) Offeror elects to waive the adjustment.

(d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small

disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

**L-4 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—TARGETS**  
(FAR 52.219-24) (JAN 1999)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the Standard Industrial Classification (SIC) Major Groups as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

**L-5 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER**  
(FAR 52.204-6) (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505.

- (1) Company name.
- (2) Company address.

- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**L-6 AUTHORSHIP**

The offeror shall include a statement indicating the names of authors and the percentage of authorship by the individuals involved in the preparation of the technical proposal, and the relationship of each author to the work to be performed under the contract.

**L-7 PRE-AWARD SURVEY**

Prior to award of a contract, the Government reserves the right to conduct a pre-award survey of any firm under consideration to confirm any part of the information furnished by the offeror, or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the Government to be necessary for the successful performance of the contract.

**L-8 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE IV) (FAR 52.215-20) (OCT 1997)**

- (a) Submission of cost or pricing data is not required at this time, however, the Contracting Officer, Food and Nutrition Service, reserves the right to request Cost or Pricing Data at a later date if it is deemed necessary. If requested,

the Cost of Pricing Data must be submitted in accordance with FAR Subpart 15.408.

- (b) See paragraph L-9 (c) for guidance on what cost information is required for submission under this RFP.

**L-9 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS** (AGAR 452.215-71) (SEP 1999)

(a) **General Instructions.** Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(1) The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.

(2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.

(3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.

(4) Offerors shall submit their proposal(s) in the following format and the quantities specified:

- (a) Standard Form 33 - one (1) original and seven (7) copies
- (b) Technical Proposal - one (1) original and seven (7) copies
- (c) Cost/Price Proposal - one (1) original and seven (7) copies

In addition to the requirements above, the offeror is required to submit a complete copy of the technical and cost proposal on a 3-1/2" diskette noting the software and version on a label affixed

to the diskette. Should the technical and/or cost proposals be modified during the negotiation process requiring resubmission of the proposal(s), a revised diskette is also required to be submitted noting on the label; file name, software/version and date revised. After award, all unsuccessful offerors will be afforded the opportunity to retrieve their proposal submissions, with the exception of the diskette, which will be kept on file.

Offeror's proposal shall be prepared using type no smaller than Courier font, size 10.

(b) **Technical Proposal Instructions.** The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must clearly provide the following:

(2) A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken.

(3) The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate the offeror's understanding and management of important events or tasks. The offeror must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished.

(4) The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent work experience, and specific scientific or technical accomplishments. The approximate percentage of time each individual will be available for this



project must be included. The proposed staff hours for each of the above individuals should be allocated against each task or subtask for the project.

(5) The technical proposal must provide the general background, experience and qualifications of the organization. Similar or related contracts, subcontracts, and/or grants should be included and/or each contain the name of the customer, contract number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer.

(6) The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract.

(7) See Section L-18, Past Performance and Systemic Improvement, regarding the submission of past performance information.

(c) **Business Proposal Instructions.** In addition to any other requirements for cost/pricing information required in clause FAR 52.215-20, Requirements for Cost or Pricing Data or Other Than Cost or Pricing Data, the following is required:

(1) The offeror may submit information other than cost or pricing data in the offeror's own format unless the contracting officer has requested the use of a specific format and the format is described in this solicitation.

(2) The offeror shall submit information necessary to support the prices proposed to permit the contracting officer and authorized representatives to determine price reasonableness of the proposal (Base and Options)

(3) Specific Requirements. The offeror must also submit the following detailed information to support the proposed budget:

(A) Breakdown of direct labor cost by named person or labor category including number of labor hours and current actual or average hourly rates. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. Direct labor or levels of effort are to be identified as labor hours and not as a percentage of an individual's time. Indicate all indirect rates with an explanation of how they were derived. If using provisional rates, provide a copy of the most recent provisional billing rate agreement.

(B) The amount proposed for travel, subsistence and local transportation supported with a breakdown which includes: number of trips anticipated, cost per trip per person, destination(s) proposed, number of person(s) scheduled for travel, mode of transportation, and mileage allowances if privately owned vehicles will be used.

(C) Cost breakdown of materials, equipment and other direct costs including duplication/reproduction, meetings and conferences, postage, communication and any other applicable items. Costs must be supported by specific methodology utilized.

(D) If an offeror proposes to employ the use of an Automatic Data Processing System (ADPS), detailed data concerning proposed costs should include the following:

(i) Make and model year of all equipment which will be used: keypunch, verifier, sorter, collator, tabulator, central processor unit (CPU), input-output components (I/O), etc.

(ii) Estimated number of hours and usage rates for each distinct piece of equipment proposed.

(iii) Listing of rates or quotes from prospective suppliers of the offeror.

(iv) Copies of invoices submitted by past suppliers of the offeror.

(v) Listing of rates developed and/or approved by a Government agency where offeror has in-house capability.

(4) If consultants are proposed, detailed data concerning proposed consultant costs should include the following:

(A) Names of consultant(s) to be engaged.

(B) Daily fees to be paid to each consultant.

(C) Estimated number of days of consulting services.

(D) Consulting agreements entered into between consultant(s) and the offeror, or invoices submitted by consultant(s) for similar services previously provided to the offeror.

(E) Rationale for acceptance of cost.

(5) If proposed, cost information for each subcontractor shall be furnished in the same format and level of detail as prescribed for the prime offeror. Additionally, the offeror shall submit the following information:

(A) A description of the items to be furnished by the subcontractor.

(B) Identification of the proposed subcontractor and an explanation of why and who the proposed subcontractor was selected including the extent of competition obtained.

(C) The proposed subcontract price, the offeror's cost or price analysis thereof, and performance/delivery schedule.

(D) Identification of the type of subcontract to be used.

(6) Offeror shall briefly describe organization policies in the following areas (published policies may be furnished):

(A) Salary increases to include:

(i) Merit.

(ii) Cost of living.

(iii) General.

(B) Travel/subsistence

(C) Consultant use and terms of agreements

(7) Offerors lacking Government approved indirect cost rates must provide detailed background data indicating the cost elements included in the applicable pool and a statement that such treatment is in accordance with the established accounting practice. Offerors with established rate agreements with Federal cognizant agencies shall submit one copy of such agreement.

(8) Offeror shall -

(A) Furnish financial statements for the last two years, including an interim statement for the current year, unless previously provided to the office issuing the RFP, in which case a statement as to when and where this information was provided may be furnished instead.

(B) Specify the financial capacity, working capital and other resources available to perform the contract without assistance from any outside source.

(C) Provide the name, location, and intercompany pricing policy for other divisions, subsidiaries, parent company, or affiliated companies that will perform work or furnish materials under this contract.

(D) Provide an estimated cash flow. Each offeror is required to submit a schedule of proposed monthly costs for the planned duration of the project.

**L-10 SUBCONTRACTING PLAN**

a) In accordance with FAR 52.219-9, prime offerors not classified as a small business shall submit a proposed individual Small Business Subcontracting Plan. (See Clause L-11, Small Business Standard Classification Code).

b) Whenever possible, the Government prefers the following minimum subcontracting goals:

Small Business - 10%  
Small Disadvantaged Business - 5%  
Women-Owned Business - 5%  
HUBZONE Small Business - 1%

c) A subcontract may count toward more than one of the goals shown in paragraph b., if applicable (e.g., a small disadvantaged business owned by a woman may count toward each of the three goals).

**Note to Offerors: Attachment 7 (Section J) provides an outline and guidance regarding the format of the Small Business Subcontracting Plan.**

**L-11 SMALL BUSINESS STANDARD INDUSTRIAL CLASSIFICATION CODE 8742**

a) For purpose of this contract, classification code 8742 and the following standard applies: "a concern is small if its average annual receipts for its preceding three (3) fiscal years do not exceed 5 million dollars."

b) Subcontracted work need not be classified as SIC Code 8742. It should be classified under whatever SIC Code is appropriate for the work (See FAR 19.102). The size standard for that SIC code can be used to determine if subcontracting goals are met.

**L-12 TYPE OF CONTRACT** (FAR 52.216-1) (APR 1984)

The Government contemplates award of a **COST PLUS FIXED FEE** type contract resulting from this solicitation.

**L-13 SERVICE OF PROTEST** (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Steve Crotwell, Contracting Officer, USDA, Food and Nutrition Service, Contract Management Branch, 3101 Park Center Drive, Room 228, Alexandria, VA 22302.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L-14 INQUIRIES** (AGAR 452.204-70) (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

**L-15 SPECIAL INSTRUCTIONS, CONDITIONS, AND NOTICES**

These instructions and additional information are provided to assist potential offerors in preparation of their technical and business proposals.

1. Although FNS will be committed to implementing the evaluation design included in this Request for Proposals, the Agency is interested in recommendations offerors may have to improve the validity and efficiency of the evaluation. In reviewing the evaluation design and it's associated products, offerors should take note of those

elements they believe to be problematic or difficult to implement. This could be in a form of a critique of the evaluation design, suggestions for using alternative instruments or implementation schedule, or other components of the evaluation. This critique or recommendations for alternatives or options for conducting the study should be included in the offeror's proposal.

2. FNS plans to implement the evaluation of the Universal-Free School Breakfast demonstration at the start of the 2000-2001 School Year. In their proposals, offerors should describe in detail how they will accomplish the pre-implementation survey. Offerors should discuss the problems they are likely to face in conducting the survey and how they plan to deal with them. While FNS will be responsible for obtaining OMB clearance of the pre-implementation survey, offerors should provide a draft instrument containing questions they believe should appear on this instrument.
3. If conducting the pre-implementation survey should not be feasible at the start of the school year, offerors should provide alternatives to scheduling the survey and include justification for each alternative.
4. If the pre-implementation survey option is elected (Option 1), the student sample selected for the demonstration will be a sub-sample of those participating in the pre-implementation survey. Offerors shall cost this option as the incremental cost to conduct this survey and select the final student sample that is above and beyond the costs budgeted for Task 7.
5. Offerors should describe how they will monitor demonstration activities to ensure that the demonstration is implemented as planned and how they will identify and deal with significant deviations from the demonstration design.
6. Offerors should describe in detail how they will deal with significant changes in participating school districts' schedules for administering standardized tests or tests used. This includes the possibility that some of the school districts may not administer standardized achievement tests in every grade every year of the demonstration.
7. Offerors should plan on intensive monitoring and detailed record keeping during data collections and communicating the progress of data collection to FNS on a weekly basis.

8. Offerors should plan on constructing data files starting with the first round of data collection (i.e. pre-implementation survey) and maintaining and updating these files throughout the evaluation contract.
9. In their proposals, offerors should describe how they will deal with student attrition from the study sample. In particular, offerors should discuss what sample replacement strategies, if any, they plan to employ and how their approaches will affect the outcomes of the evaluation.
10. In the event a school district decides to leave the demonstration prior to the completion of all data collection, offerors should describe in their proposals how they will deal with this contingency and how the departure of a school district will affect the results of the evaluation.
11. In their proposals, offerors should describe how they will deal with the school districts participating in the demonstration when collecting school-level data, administering tests, and surveying school personnel.
12. Offerors should discuss their plans for obtaining parental consent for release of records of students selected for the pilot project given the privacy protection laws of student education records (Family Educational Rights and Privacy Act). Offerors should also discuss implications if only a select few parents within a school sample provide written consent to release student records..
13. For proposal purposes, offerors should assume that there will be five urban/suburban and one rural school district.
14. FNS will make a concerted effort to select school districts that conduct district-wide testing on all students every year. Offerors should therefore assume that 144 schools and 4,320 students will participate in the study. However, there is a possibility that not all school districts selected will conduct district-wide testing on every student every year. To this end, the offerors shall provide a second costing that assumes only 120 schools and 3,600 students will participate in the study and that the Contractor will be required to administer student achievement tests to those students in the sample in Spring 2001 (Option 2). For this second costing, all tasks in the base contract would remain the same, but the sample of schools and students would be reduced.

15. Offerors should discuss their approaches to conduct the evaluation if randomization of schools breaks down.
16. Offerors should assume that the school districts participating in the Universal-Free School Breakfast pilot project will be administering different standardized achievement tests. In their proposals, offerors should describe how they will achieve equivalency among the tests.
17. FNS anticipates that preliminary analyses of data may be needed to determine if the data collected will support the planned analyses or if additional data will have to be collected.
18. Dietary intake will have to be assessed in this demonstration. Offerors shall propose what dietary intake measures should be used in the demonstration, what nutrient data base and software will be used to analyze this data, and justify their recommendations.
19. Offerors should assume that student height and weight data will be collected at the beginning and end of each school year. In their proposals the offerors shall describe how they will insure the reliability and validity of this data.
20. FNS reserves the right to videotape training sessions and or meetings.
21. Preparation of the final reports will be an iterative process, with the Contractor required to revise various drafts based on comments received from FNS staff and outside reviewers. Submitted documents that fail to address these comments may be considered unacceptable deliverables.

**L-16 SMALL DISADVANTAGED BUSINESS PARTICIPATION**

Section M-2 of this solicitation identifies small disadvantaged business participation as an evaluation factor. To address this criteria, an offeror shall provide in their proposal a section which includes detailed information on plans to utilize small disadvantaged business (SDB) concerns either as a prime contractor, joint venture partner, teaming arrangement, or subcontractor, for a substantive and meaningful portion of the work.



(i) Offerors shall acknowledge that credit under this evaluation factor is not available for SDB concerns that receive a price evaluation adjustment (refer to the clause at Section I-12, FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns). If the offeror is a SDB, a statement shall be provided which indicates the offerors choice (i.e. to receive the price evaluation adjustment or the credit for the SDB evaluation factor). If the SDB concern waives the price evaluation adjustment, participation in performance of this contract includes the work expected to be performed by the SDB concern at the prime contract level.

**Note to offerors: Any small disadvantaged business that has indicated their wish to receive the price evaluation adjustment in section (i) above will receive zero points for the small disadvantaged participation criterion and is not required to submit the information as outlined in sections (ii) through (v) below.**

(ii) The proposal must specifically identify the SDB concern(s) or the extent of commitment to use SDB concerns. Include assurances that the offeror has contacted the proposed subcontractors and the proposed subcontractors are willing and able to commence work as soon as required. Signed letters of agreement from proposed subcontractors, including proposed subcontract terms, should be submitted to the extent possible. If there is a direct subcontract with an SDB, identify the proposed subcontractor(s), and an explanation as to why they were selected. Legitimacy of small business (TIN, EIN, business license, etc.) should be demonstrated.

(iii) Subcontracting information should include: identification of the relevant experience of the firm(s) to be subcontracted; the type of work they are to perform; the number of staff they plan to have available for this project, whether the staff are on board or to be hired, and how soon available; past associations of the offeror and the proposed subcontractor(s); etc.

(iv) The proposal shall include a SDB Participation Target Plan. The plan must include targets, expressed as dollars and percentages of total contract value, in each of the applicable, authorized Standard Industry Classification (SIC) Major Groups, a total target for SDB participation by the contractor, including joint ventures, and team members, and a total target for SDB participation by subcontractors. Refer to GSA's web site for SIC Major Groups at the

following internet address:  
<http://www.arnet.gov/references/sdbadjustment.htm>.

(v) The offeror shall provide an acknowledgment that they will comply with the annual reporting requirements for SDB participation.

**L-17 AMENDMENTS TO PROPOSALS** (AGAR 452.215-72) (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages (unless otherwise notified). Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

**L-18 PAST PERFORMANCE AND SYSTEMIC IMPROVEMENT**

Past performance information is one indicator of an Offeror's ability to perform the contract successfully. Past performance information shall be provided regarding an Offeror's performance under previously awarded contracts. Past performance information shall include the Offeror's record of conforming to specifications and to standards of good workmanship; the Offeror's record of containing and forecasting costs on any previously performed contracts; the Offeror's adherence to contract schedules, including the administrative aspects of performance; the Offeror's history for reasonable and cooperative behavior and commitment to customer satisfaction.

Evaluation of past performance will be based on information obtained from a list of past contracts (Federal, State, and local government and private) provided by the Offeror, as well as any information obtained by FNS from any other sources. Accordingly, Offerors must provide a list of **all** contracts exceeding \$100,000 for services similar to this procurement for the most recent 3 years of business experience and must include:

- (1) Name of contracting activity
- (2) Contract number
- (3) Contract type
- (4) Total value of contract
- (5) Description of work performed
- (6) Contracting Officer and telephone number
- (7) Project Manager and telephone and fax numbers
- (8) Lead COR and telephone and fax numbers

- (9) Problems encountered on the identified contracts and the corrective actions taken by the Offeror

Offerors that are newly formed entities without prior contracts may list the contracting or subcontracting experience of its key personnel with no more than five prior employers as past performance information. Offerors without prior contracts may also provide past performance references for companies or subsidiaries or divisions of companies that they have acquired in the past 3 years. Offerors providing such information must explain the extent to which the integrity of the acquired units has been maintained since the acquisition (i.e., key personnel retained, key assets have not been sold or otherwise transferred, etc.). In the event that an Offeror does not have a record of relevant past performance or if there is no information on past performance available, the Offeror will receive a neutral (i.e., not favorable or not unfavorable) rating on past performance.

Performance information will be used for both responsibility determinations and as a technical evaluation factor. For further guidance, please see the evaluation criteria in Section M.

**NOTE: NOTWITHSTANDING THE DATE SPECIFIED FOR RECEIPT OF THIS RFP, PAST PERFORMANCE INFORMATION MUST BE SUBMITTED TO SUZANNE A. PASTURA, CONTRACT SPECIALIST, BY 3:00 PM LOCAL PREVAILING TIME ON MARCH 17, 2000.**

**SECTION M - EVALUATION FACTORS FOR AWARD**

**M-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**  
(FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:  
<http://www.arnet.gov/far/>

**PROVISION  
NUMBER**

**TITLE**

**DATE**

52.217-5	EVALUATION OF OPTIONS	JUL 1990
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**M-2 EVALUATION FOR AWARD**

(a) Prior to commencement of the technical evaluation, the Contracting Officer will review proposals submitted to determine compliance with the proposal preparation instructions, compliance with the terms and conditions of the Standard Form of the contract, and any other administrative conditions with which the RFP requires the offeror to comply. Failure to comply with these terms may be cause for a proposal to be rejected without further evaluation.

(b) The initial evaluation process for this procurement consists of two parts. First, the offeror's technical proposal, inclusive of the original technical proposal and responses to any FNS technical questions for clarification, will be evaluated for technical merit according to the criteria in subsection (d) below. Second, an evaluation of the offeror's business proposal will be conducted independently of the technical review.

(c) After completion of the initial evaluation, negotiations may be conducted with those offerors whose technical proposals, combined with their cost proposals, place them in the competitive range. Negotiations will be conducted to the extent deemed necessary by FNS.

(d) The following criteria will be used with each consideration weighted as indicated:

CRITERIA	WEIGHT
1. <u>Technical Approach</u>	40%
The proposal demonstrates a clear knowledge of technical issues associated with the study including evaluation design, sampling and the development of appropriate sample weights, survey methods, data collection techniques, data analysis, large-scale data base management and report generation. The technical approach is appropriate to address the research questions and objectives in the context of policy relevant issues.	
2. <u>Capability and Experience of Staff</u>	35%
The proposal demonstrates a commitment of adequate staff, experienced in disciplines critical to the successful completion of study objectives including project management, evaluation design, survey methods, descriptive and inferential statistics, nutritional analysis, school food service operations, educational outcomes including standardized tests, data base management, training and technical assistance. Staff assignments are made according to relevant experience and skill levels. The proposal demonstrates adequate management review and oversight to ensure timely and high quality performance on all work.	
3. <u>Past Performance and Systemic Improvement</u>	20%
The risk associated with the offeror's ability to perform on the proposed contract, i.e., to meet technical requirements, deliver quality products, and meet cost and schedule, will be assessed, based on past performance. Particular emphasis will be placed on the degree to which the offeror's management can demonstrate a concise relationship between their past performance data and their systemic improvements. Evaluation of factual evidence will verify that the offeror has adopted and applied the principles and techniques of continuous systemic improvement in managing its total business to improve upon past performance.	

**4. Small Disadvantaged Business Participation 5%**

The offeror's proposal shall be evaluated with regards to the extent to which the offeror utilizes (either as a prime or subcontractor) Small Disadvantaged Business (SDB) concerns as demonstrated by specific identification of SDB concerns, commitment to use SDB concerns and participation of SDB concerns in terms of the value of the total acquisition.

**TOTAL 100%**

(e) Evaluation of past performance will be a subjective assessment based on the consideration of all relevant facts and circumstances in light of the evaluation criteria.

In the case that an offeror fails to provide past performance references, no past performance information is available, or no past performance questionnaires of the offeror's past performance references are completed, a neutral evaluation of the offeror will be given with respect to the past performance criterion. A neutral evaluation is the average of the offerors (included in the competitive range) score for the past performance criterion.

**M-3 BASIS FOR AWARD**

Award will be made to the offeror whose offer represents the combination of technical merit and cost of greatest value to the Government; however, technical merit will be significantly more important than cost or price. As proposals become more equal in their technical merit, the evaluation of cost or price becomes more important. If there are no significant technical differences, cost or price alone may be the determining factor. As the technical merit and the evaluated cost or price becomes essentially equal, an offeror's status as a small business concern may become a determining factor.